



MEMORANDUM OF UNDERSTANDING

Between the
State of Wisconsin, Department of Military Affairs, Division of
Emergency Management,
Wisconsin Chapter of the National Emergency Number Association,
Wisconsin Chapter of the Association of Public-Safety Communications Officials,
and
Southeast Wisconsin Communications Resource/Support Group

I. SUBJECT

This Memorandum of Understanding (MOU) concerns the development and use of the Telecommunicator Emergency Response Taskforce (TERT) for disaster relief operations in the State of Wisconsin and coordinated by the State of Wisconsin, Department of Military Affairs, Division of Emergency Management.

II. PURPOSE

This Memorandum of Understanding establishes procedures and policies that will guide the parties hereto in the use of the Telecommunicator Emergency Response Taskforce for requested assistance during manmade or natural disaster relief operations.

III. PARTIES

The parties to this Memorandum of Understanding are the State of Wisconsin, Department of Military Affairs, Division Emergency Management (WEM), the Wisconsin Chapter of the National Emergency Number Association (WINENA), the Wisconsin Chapter of the Association of Public Safety Communications Officials (WIAPCO), and the Southeast Wisconsin Communications Resource/Support Group (SEWCRSG).

IV. BACKGROUND

WINENA, WIAPCO, and the SEWCRSG will provide and coordinate personnel for the effective delivery of trained telecommunicators during emergency situations. WEM is the lead state agency in coordinating state resources for emergency services operations and assists counties and local governmental units in coordinating requests for specialized resources such as trained telecommunicators throughout the state.

V. AUTHORITY

The parties enter into this Memorandum under the authority of Chapter 166 of the Wisconsin Statutes.

VI. DUTIES/RESPONSIBILITIES OF THE DIVISION OF EMERGENCY MANAGEMENT

WEM agrees to:

- A. Provide general guidance, training and assistance to the TERT, as appropriate;
- B. Provide WEM personnel to assist with claims for the reimbursement of eligible expenses for TERT members, to the extent funding is available.

VII. DUTIES/RESPONSIBILITIES OF WINENA, WIAPCO, AND SEWCRSG

WINENA, WIAPCO and SEWCRSG agree to:

- A. Recruit, organize and manage the Telecommunicator Emergency Response Taskforce (TERT) and coordinate the use of TERT members through a request for mutual aid to their respective jurisdictions. The members of TERT will be responding as mutual aid resources from their local jurisdiction to the requesting jurisdiction, and not through their association with WINENA, WIAPCO, and SEWCRSG;
- B. Provide staffing assistance and support to Public Safety Emergency Communication Centers throughout Wisconsin upon the request of WEM;
- C. Maintain an accurate database of response ready agencies and personnel;
- D. Ensure that all TERT personnel meet minimal training standards as set by the TERT steering committee.

VIII. MODIFICATION OF MEMORANDUM

Modifications of this Memorandum of Understanding must be in writing and approved by all parties to this agreement.

IX. LIABILITY

WINENA, WIAPCO, and the SEWCRSG will hold WEM and each other harmless for any liability and personal injury that may occur from or in connection with the performance of this Memorandum of Understanding. WINENA, WIAPCO, and the SEWCRSG release, waive, indemnify and hold harmless WEM, its agents, administrators, representatives, officers, directors, employees of and from all and all manner of actions, liability, causes of action, suits, proceedings, judgments, damages, claims, controversies and demands whatsoever in law or in equity arising out of, directly or indirectly, to any loss, damage, injury or suffering, known and unknown, foreseen and unforeseen, including death that may be sustained by members of WINENA, WIAPCO, or the SEWCRSG or their property, or which WINENA's, WIAPCO's, or the SEWCRSG's members may cause to be sustained or suffered by any third party, while acting as a member of any TERT. WINENA, WIAPCO and the SEWCRSG and their members certify to WEM that each member is duly aware of the risks and hazards inherent in acting as a member of a TERT and hereby acknowledge that they have become a member of WINENA, WIAPCO, or the SEWCRSG of their own free will. WINENA, WIAPCO, and the SEWCRSG and their members acknowledge that they will assume all risk of loss, damage, injury, including death that may be sustained by members of WINENA, WIAPCO, or the SEWCRSG while acting as a member of any TERT. The members of WINENA, WIAPCO, and the SEWCRSG agree that this release extends to their heirs, assigns, next-of-kin, executors, administrators or personal representatives.

Furthermore, members of WINENA, WIAPCO, and the SEWCRSG acknowledge that they shall not be agents or employees of the State of Wisconsin when responding to an incident pursuant to this Memorandum of Understanding and their members further acknowledge that WINENA, WIAPCO, and the SEWCRSG have indemnified WEM for any liability and personal injury that may occur from or in connection with the performance of the Memorandum of Understanding. The WINENA, WIAPCO, and the SEWCRSG and their members further acknowledge and understand that in the event that they are injured or killed while performing duties in connection with this Memorandum of Understanding that they will not be covered by the State of Wisconsin's workers compensation program.

In addition to the foregoing, WINENA, WIAPCO, and the SEWCRSG and their members hereby covenant not to sue WEM, its agents, administrators, representatives, officers, directors,

employees for any matter within the stated scope of the foregoing and shall not and will not bring, commence, prosecute, maintain or cause or permit to be brought, commenced, prosecuted or maintain any suit, claim, action or charge against WEM, its agents, administrators, representatives, officers, directors, employees upon or related to any cause of action, claim, suit, tort, controversy, damage, liability or demand, whatsoever, arising out of, directly or indirectly, the participation of WINENA, WIAPCO, and the SEWCRSG and their members in emergency and disaster response activities as a member of any TERT. WINENA, WIAPCO, and the SEWCRSG and their members agree that this Covenant Not to Sue extends to their heirs, assigns, next-of-kin, executors, administrators, or representatives.

WINENA, WIAPCO, and the SEWCRSG and their members agree that all of the aforementioned terms of the Release and Covenant Not to Sue shall be in all respects effective and binding and not subject to termination or rescission. WINENA, WIAPCO, and the SEWCRSG and their members further agree that the Release and Covenant Not to Sue does not waive or limit any defense in law or in equity available to the State of Wisconsin, Department of Military Affairs and the Division of Emergency Management and is not to be construed as a waiver of sovereign immunity.

X. TERMINATION

This MOU can be terminated upon submission of a thirty (30) day advance written notice of termination by any party. Written notice shall be delivered to the parties via first class U.S. mail at the following addresses:

WEM Administrator
PO Box 14587
Madison, WI 53708-0587

WINENA
PO Box 1004
Elkhorn, WI 53121

WIAPCO
210 MLK Jr. Blvd, Room 109
Madison, WI 53703

SEWCRSG
21115 Moreland Blvd
Waukesha, WI 53186

XI. COMMUNICATIONS

To provide consistent and effective communication between WINENA, WIAPCO, SEWCRSG and WEM, each party shall appoint a principal representative to serve as its central point of contact responsible for coordinating and implementing this MOU. The WEM contact shall be the Emergency Services Coordinator and/or Deputy Coordinator. The contacts for WINENA, WIAPCO, and SEWCRSG shall be the respective Presidents of each association.

XII. SITUS

This MOU shall be governed by the laws of the State of Wisconsin and any claim for breach or enforcement shall be filed in the Circuit Court in Dane County, Wisconsin.

XIII. COMPLIANCE WITH THE LAW

WINENA, WIAPCO, and SEWCRSG shall be wholly responsible for the work to be performed under this MOU for the supervision of its members. WINENA, WIAPCO, and SEWCRSG shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this MOU, including those of federal, state and local agencies having appropriate jurisdiction.

XIV. ENTIRE AGREEMENT

This MOU and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference herein represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

XV. EXECUTION

This MOU will become effective upon execution of the signatures of all parties to this MOU. The date of execution shall be the date of the last signature.

FOR THE STATE OF WISCONSIN, DEPARTMENT OF MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT



BY: _____
Johnnie L. Smith, Administrator
Division of Emergency Management

Date: _____

FOR THE WISCONSIN CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION



BY: _____
Jay Maritz, President

Date: _____

FOR THE WISCONSIN CHAPTER OF THE ASSOCIATION OF PUBLIC-SAFETY COMMUNICATIONS OFFICIALS



BY: _____
Jay Loeffler, Vice President

Date: _____

FOR THE SOUTHEAST WISCONSIN COMMUNICATIONS RESOURCE/SUPPORT GROUP



BY: _____
Connie Catterall, President

Date: _____